

Memorandum of Understanding Between American Zoo and Aquarium Association and the United States Fish and Wildlife Service

I. Authority

This Memorandum of Understanding between the U.S. Department of the Interior, U.S. Fish and Wildlife Service and the American Zoo and Aquarium Association is hereby entered into under the authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661), the Fish and Wildlife Act of 1956 (16 U.S.C. 742 f(a)(4)), and the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.). Together, the AZA and the Service will be referred to as Cooperators.

II. Purpose

The purpose of this MOU is to establish a broad framework for joint participation between the Cooperators for the conservation of native North American animal and plant species and their habitats. Through appropriate tools of outreach and education, the Cooperators will work together to convey to the public the biological, economic, aesthetic, and other values of native species and their habitats to the quality of life of the American people. This MOU identifies and supports joint activities based on the shared commitment of the Cooperators to the conservation of all native fish, wildlife, plants and their habitats.

This MOU is also intended to promote increased joint cooperation in the implementation of the conservation and recovery needs of native species that are federally listed as endangered or threatened (50 CFR 17.11 and 50 CFR 17.12), proposed for placement on the Federal lists, candidate species for Federal listing, or State species of special concern. For federally protected species, this MOU is intended to advance collaboration between the Cooperators through the implementation of Service recovery plans and AZA Species Survival Plans. Examples of activities that would be appropriate for Service/AZA endangered and threatened species partnerships include, but are not limited to, status surveys, determination of species' range and habitat requirements, population monitoring and assessment, public education and outreach, propagation technology development, controlled propagation and population augmentation or reintroduction, habitat restoration, and genetic, behavioral, nutritional, health, and other research needs as identified in Service recovery plans, AZA Species Survival Plans, and other mutually accepted resource management strategies.

For species not protected under the Federal Endangered Species Act, yet known to be in need of special conservation measures over all or part of their range, this MOU is intended to encourage efforts to explore, identify and undertake conservation solutions that are viable alternatives to the regulatory process of listing and recovery implementation.

Though this MOU identifies imperiled native species conservation and recovery as a significant issue, it is not intended to exclude exploration between the Cooperators of the broader array of potential collaborations that could develop between the Cooperators to enhance public awareness, understanding, and appreciation, through outreach, education, and conservation actions, of the diversity and importance of all native North American species and the habitats on which they depend.

III. Statement of Mutual Interest

AZA member institutions actively work to conserve natural resources through public education, scientific research, technology development, training and technology transfer, captive breeding and the direct support of field-based conservation initiatives. Through these efforts, the AZA provides valuable information and services to government and nongovernment organizations, scientists, land managers, and the public.

The Service is a Federal agency whose mission, working with others, is to conserve, protect, and enhance fish and wildlife and their habitats for the continuing benefit of the American people.

The Service recognizes the scientific expertise and special capabilities of the AZA to contribute to the conservation and recovery of native North American species listed under the ESA and to support the conservation of proposed, candidate, and State species of concern which may preclude the need for Federal listing under the ESA.

The AZA recognizes the regulatory and statutory responsibilities of the Service for the conservation and recovery of species listed under the ESA. This responsibility includes assisting, coordinating, and forming partnerships with Federal, State, Tribal and private entities in the national effort to prevent the extinction of native species.

The Cooperators recognize the importance and necessity of partnerships in the conservation of native species and their habitats. The Cooperators agree to support and to coordinate, as practical and appropriate, activities intended to conserve and restore native North American wildlife and educate the public about these species and the habitats on which they depend.

The Cooperators understand that participation in the conservation and recovery process for federally listed or other imperiled species under this MOU is voluntary, and limited to those species occurring within the jurisdiction of the United States, though it may include those species which are part of an international cooperative agreement in which the Service is an active partner.

IV. Statement of Mutual Agreement

The Cooperators agree:

1. To seek opportunities to work together to support the conservation needs of all native North American species and their habitats where the Service has authority to do so and when consistent with the mission and purpose of the AZA. Such efforts may include conservation education and outreach efforts and implementation of specific recovery tasks directed toward native species identified as federally endangered or threatened under the ESA, proposed species, candidates and State species of special concern. Such conservation and recovery activities are encouraged and supported by the authorities, jurisdiction and policies of the Service and are consistent with the mission and purpose of the AZA.
2. To assist their respective AZA member institutions and Service Regional and Field Offices to identify and assess potential cooperative actions for conservation partnerships.
3. To encourage participation by the AZA in the development of Service recovery plans for federally listed species. To accomplish this goal the Service will support and seek the expertise of individual AZA members, institutions, fauna interest groups, taxonomic advisory groups, and scientific advisory groups, as appropriate, for participation in recovery plan development, review, and implementation as appropriate.
4. To support appropriate research, education, conservation expertise, and the transfer of information and technology to enhance the formal recovery program process for federally listed species and to promote the development and implementation of Species Survival Plans for native North American species most critically imperiled under the ESA.

5. To periodically assess project collaborations between the Cooperators and other mutual partners.

V. Implementing Tasks

1. The Cooperators will identify Service and AZA liaisons.
2. The Cooperators will meet at least twice yearly to review the progress of this MOU and to develop short- and long-term objectives and strategies for further implementation.
3. The Cooperators will work together, as may be practical, to develop and share educational and outreach capabilities, materials, and opportunities concerning native species and their habitats at AZA member institutions, Service facilities, and other appropriate locations where such conservation efforts would benefit native species conservation and educate the public.
4. The Cooperators will work together to coordinate pertinent public relations and public information activities. When press releases or other public statements pertaining to joint projects are being prepared, each Cooperator will provide opportunities to review and comment with appropriate counterparts prior to their release.
5. Periodically the AZA and the Service will jointly conduct surveys to identify federally listed species in AZA member institutions and the purposes for which they are being held.
6. The Cooperators agree to support the development of the North American Fauna Interest Group. The Service liaison will be a Steering Committee member of the North American Fauna Interest Group.

VI. In consideration of the above, the AZA and the Service agree as follows:

The AZA:

1. Recognizes that this MOU does not obligate the Service to provide funds on a non-competitive basis. All projects developed or initiated through this MOU will be subject to Federal Acquisition Regulations and will require development of formal cooperative agreements or contracts as necessary.
2. Will not refer to this MOU in commercial advertising in a manner which states or implies that the activities of the AZA are approved or endorsed by the Service.
3. Will submit for prior review by the Service, materials proposed for release to the public media which reference this MOU or any employee of the Service or the Department of the Interior.

The Service:

1. Where practical shall make its administered public lands and facilities (National Wildlife Refuges and National Fish Hatcheries) available for the furtherance of this MOU through activities such as providing opportunities for outreach and education to mutual constituents, opportunities for research, implementation of conservation and recovery actions for native species and habitats, and other cooperative projects. Any availability of Service lands extended to an AZA member institution or individual member for purposes consistent with this MOU will be subject to applicable Federal laws, regulations, land use, activity plans, compatibility determinations, and special use permits for the affected area, and approval by the authorized officer(s) of the Service for the lands or resources involved.

2. Provide assistance, as practical for the planning, implementation, and monitoring of work undertaken pursuant to this MOU and/or supplemental to this MOU.

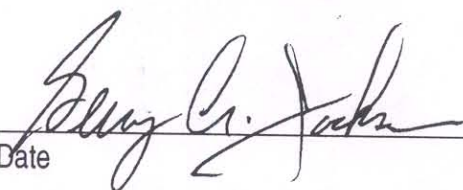
VII. It is Mutually Agreed and Understood By and Between the Cooperators that:

1. Collaborative projects may be developed by the Cooperators with additional interested third parties as appropriate. All such projects involving Service resources are subject to Federal Acquisition Regulations and will require the development of formal cooperative agreements or contracts as appropriate.
2. All improvements placed on Service land at the direction of either of the parties shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the Service as all other Service improvements of a similar nature. The AZA will be notified by the Service of any proposed major change in management of the lands which might affect the improvement project(s) prior to any change in management emphasis. Any temporary facilities established on Service lands will be removed at the end of the project unless otherwise agreed to by the parties.
3. This MOU in no way restricts the Service from participating with other public and private agencies, organizations, and individuals or from accepting contributions and gifts for the improvement, development, administration, operation, and maintenance of wildlife habitats and the recovery of federally listed species.
4. Nothing in this MOU shall be construed as obligating the AZA or the Service to expend money, or as involving the United States in any obligation for the present or future payment of money in excess of appropriations authorized by law and administratively allocated for work undertaken pursuant to this MOU and/or supplemental to this MOU.
5. The Government's tort liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C., et seq.).
6. This MOU may be revised, as necessary, by the issuance of a written amendment, consented to, signed and dated by both parties.
7. Either party may terminate this MOU by providing 30 days written notice.
8. Nothing in this MOU shall be construed as giving the AZA or the Service any type of exclusive arrangements to the exclusion or detriment of other groups of organizations.
9. No part of this MOU or supplements hereto shall entitle the AZA or the Service to any share of interest in activities other than those provided by applicable laws and regulations.
10. During the performance of work undertaken pursuant to the MOU, any supplements hereto, or any specific agreement entered into pursuant to the authority of this MOU, the parties shall not discriminate on the grounds of race, color, creed, gender, age, physical handicap or national origin.

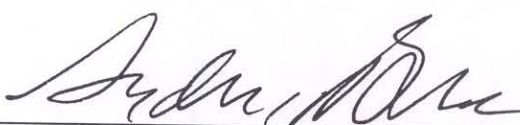
VIII. Effective Date:

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.


Jamie Rappaport Clark, Director
U.S. Fish and Wildlife Service


Date

Sydney Butler, Executive Director
American Zoo and Aquarium Association


Date

David Towne, President
American Zoo and Aquarium Association


Date

